

MASTER AGREEMENT

Between

FOREST HILLS BOARD OF EDUCATION

and

**FOREST HILLS SUPPORT ASSOCIATION
(KCEA/MEA/NEA)**

July 1, 2008-June 30, 2011

**Forest Hills Public Schools
6590 Cascade Road, S.E.
Grand Rapids, MI 49546
(616) 493-8800
Daniel Behm, Superintendent**

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AGREEMENT

This Agreement is entered into this first day of July, 2008, by and between the Board of Education of the Forest Hills Public Schools, Kent County, Michigan, hereinafter called the "Board" and the Kent County Education Association through its local affiliate, the Forest Hills Support Staff Association/MEA, hereinafter called the "Association"; and said Agreement shall remain in effect until June 30, 2011.

This Agreement constitutes, in written form, the sole and entire existing agreement between the parties in respect to rates of pay, wages, hours of employment and other conditions of employment that shall prevail during the term of this Agreement. It supersedes all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed upon the Board and the Association. It is further understood and agreed that only the Superintendent or designee may issue policies concerning wages, hours and working conditions which are binding on the Board and then only if in writing and signed by the issuer. This contract is subject to amendment, alterations or additions only by a subsequent written agreement between and executed by the Association and the Board. The waiver of any breach, term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of its terms and conditions. The Board shall deal with all matters not expressly covered by this contract through exercise of its management rights without prior negotiations during the life of this Agreement.

Adopted by the Board: September 8, 2008

ARTICLE I

RECOGNITION

The Board hereby recognizes the Association as the sole and exclusive bargaining representative for all full and part-time school year food service employees and for all full and regular part-time custodial/maintenance employees of Forest Hills Public Schools, including head custodians, utility cleaners, maintenance employees, grounds men, bus mechanics, mechanics helper, painter and telephone technician, and mail courier; excluding supervisory employees, instructional employees, executives, all other employees, students and substitutes. The term "employee" when used hereinafter in the Agreement shall refer to all custodial and food service bargaining unit members represented by the Association.

ARTICLE II

ASSOCIATION RIGHTS AND MEMBERSHIP

A. Association Rights

The parties specifically recognize that each has the right to invoke the assistance of the Michigan Employment Relations Commission or a mediator from such public agency.

B. Use of Facilities

2. The Association and its members shall have the right to schedule the use of the school building facilities for the Association meetings without priority and subject to approval of the Board. After notification of intent has been given to the principal, the Association may post Association notices in any lounge.
3. The Association, with prior written approval from the Assistant Superintendent for Human Resources Office, may schedule with the appropriate administrator, the school building facilities for Association meetings. The Association with prior written approval of the Director of Operations, may have use of bulletin boards in the food service and custodial work rooms in the District school buildings.
4. The Association shall have the right to make reasonable use of telephone facilities and the internal school mail service. The use of school duplicating equipment for Association business will be permitted when done by Association officers outside of work hours and following the guidelines in the particular building where equipment is used. The Association may be expected to reimburse the costs for such duplicating services.

C. Agency Shop

1. All present employees covered by this Agreement shall be required to pay Association dues or a service fee as permitted by law (prior year) the Association. Employees who had previously paid the amount of Association dues to the Forest Hills Education Foundation will be permitted to continue paying the amount of the service fee as allowed by law to the Forest Hills Education Foundation.
1. All employees hired hereinafter shall be required, as a condition of employment and upon completion of their probationary period, to join the Association or pay a service fee.
2. Any service fee made under this section shall be set at the amount of an employee's fair share of costs attributable to negotiating and administering the terms of this Agreement, pursuant to the Association's "policy regarding objections to political-ideological expenditures" and the administrative procedures adopted pursuant to that policy. The service fee shall not exceed the amount of Association dues collected from Association members and may be paid to the Association. In the event that the employee shall not pay such service fee directly to the Association, or authorize payroll deduction, the employer shall, pursuant to MCLA 408.477; MSA 17.277 (7) and at the request of the Association, deduct the service fee from the employee's wages and remit same to the Association. Payroll deductions made pursuant to this provision shall be made in equal amounts. The District shall notify the Association (treasurer) of new hires within ten (10) work days after the completion of the probationary period.

D. Released Time

1. An employee scheduled for work during the time of an Association meeting will be released for no longer than sixty (60) minutes upon advance notification of the Supervisor. Such released time will be made up at the discretion of the Board.
2. The Board will release with pay, with prior written approval of the Human Resources Office, an Association representative(s) from his/her assigned duties, to help process grievances or other issues when it is mutually advantageous for the Board and Association to work together.
3. The Board agrees to grant up to ten Association Days for the use of the Association officers and delegates to attend functions relative to the performance of their position within the Association. The local president shall monitor these days and make all requests no less than one (1) week prior to their expected usage.

E. Copies of Agreement

The Board agrees to provide a contract to each member of the bargaining unit plus ten (10) extra copies to the Association.

ARTICLE III

BOARD RIGHTS

A. Board Rights

The Board, on its behalf, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Laws and Constitution of the State of Michigan and of the United States. These rights shall be exercised with the Association and shall be limited only to the specific and express terms of this Agreement. Such rights shall include without limiting the generality of the foregoing, the right:

1. To the executive management and administrative control of the employer and its properties and facilities and the activities of its employees.
2. To manage and direct the working forces, including the right to hire, promote, suspend, discharge and demote employees, transfer employees, assign work, subcontract, determine the size of the work force and to lay off employees.
3. To determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods and processes of carrying on the work including the institution of new and/or improved methods or changes therein.
4. To adopt rules and regulations, specifically work rules, which shall be adhered to.
5. To determine the qualifications of employees and numbers, including physical qualifications and conditions.
6. To determine the number and location of its facilities, including the establishment or relocations of new buildings, departments, divisions or subdivisions, buildings or other facilities.
7. To determine all financial and educational policies.
8. To determine the size of the management organization, its functions, authority, amount of supervision and table of organization.

ARTICLE IV

EMPLOYEE RIGHTS

A. Individual Rights

The Board shall not discharge or discipline any employee without just cause and discipline shall be in accordance of written work rules. No prior discipline or warning need be imposed on any employee before he/she is discharged or disciplined if the misconduct is so aggravated, in the opinion of the employer, as to require immediate discharge or the cause of discharge or discipline is dishonesty, drunkenness, recklessness, gross negligence, being under the influence of drugs or intoxicating beverages while on duty, or the violation of the employer's posted rules. Discharge or discipline must be by proper written notice and any employee may request an investigation as to the Board's discharge or discipline and should such investigation prove that the employee was without fault, such employee shall be reinstated with prior seniority and compensated for time such employee has been out of work; however, if the employee is found to be with fault, the penalty shall stand unchanged. Appeal for discharge or discipline must be taken within five (5) days by written grievance.

B. Evaluation

1. All monitoring and evaluation of the employee shall be conducted openly. Employees not on probation will be evaluated at least every other year, unless he/she receives an unsatisfactory evaluation in which case, he/she will be evaluated the following year. The Director of Operations will determine the initial rotation to begin biennial evaluations. Employees may be evaluated more frequently at the discretion of the administration. The administration shall be responsible for conducting all custodial evaluations with input from the head custodian. The Food Service Supervisor will be responsible for conducting all food service evaluations with input from the building principal.
 - a. The Director of Operations will review all evaluations and provide input if needed.
 - b. If there are areas in the employee's performance which are not satisfactory, the Supervisor will bring them to the attention of the employee. If the employee does not improve his/her performance, he/she will be discharged.
 - c. Evaluations are made to assist the employee to improve his/her work techniques and skills, if necessary. Where areas of improvement are indicated, an improvement program will be implemented with the employee and his/her supervisor under the direction of the Director of Operations. In such cases, evaluations will be conducted more frequently than normal.

2. Review of Personnel File

Such employee shall have the right, with proper advance notice, to review the material prepared for their file by the District, excluding pre-employment information and other material judged confidential by the Board. A representative of the Association may be requested to accompany the employee in such review.

C. Individual Rights for Disciplinary Matters

An employee in this bargaining unit may ask the President of the Association or designee of the President, to accompany and/or represent him/her in all disciplinary matters.

ARTICLE V

CONDITIONS OF EMPLOYMENT

A. New Employee Procedures

1. Employee candidates, at the Board's option, may be required to take a pre-employment physical examination at the Board's designated medical health clinic with the Board paying for the exam.
2. Upon notification of employment, it is the candidate's responsibility to fill out all employment and fringe benefit forms at the Human Resources Office.

B. Probationary Period

1. A new employee shall be on probation for sixty (60) work days (twelve week period). The probationary period may be decreased or increased up to a period not to exceed a total of ninety (90) days on the recommendation of the Director of Operations or Supervisor of Food Service. The purpose of the probationary period is to provide the Board with the opportunity to determine if the employee has the ability and other attributes to qualify him/her for regular employment status. Satisfactory performance of a substitute in the same position for thirty (30) consecutive days may be recommended by the Director of Operations or Supervisor of Food Service to have the probationary period waived.
2. During the probationary period, fringe benefits will not be in effect and the employee may be dismissed at the sole discretion of the Board. Evaluations will be made during this period and will be sent to the Director of Operations for review before the employee moves to regular employment status.

3. Upon completion of the probationary period, the employee's name shall be added to the seniority list retroactive to the employee's most recent date of hire (when he/she first reported to work). Upon completion of the probationary period, it will be the responsibility of the employee to fill out the necessary forms at the Human Resources Office for all fringe benefits provided in this Agreement.
4. Newly hired food service employees will receive a minimum of four (4) hours training and newly hired food service substitutes a minimum of two (2) hours training, at the discretion of the Food Service Supervisor. Newly hired food service personnel may be scheduled to work prior to their training period during emergency situations as determined by the Food Service Supervisor.

C. Hours of Work

1. Daily hours for food service employees will be assigned by the Food Service Supervisor. Daily hours for custodial/maintenance employees will be assigned by the Director of Operations and/or Principal for each position at the time of employment. The normal working hours for custodial/maintenance employees shall be eight (8) hours per day, five (5) days per week, Monday through Friday. The normal working hours for employees hired as "cleaners" shall be five (5) hours per day, five (5) days per week. Cleaners may be requested to perform setup and breakdown tasks.

Custodial/maintenance employees assigned to work at the Fine Arts Center and the Community and Aquatic Center on a regular basis will be scheduled on rotating five (5) day schedules, including Saturday as normal work days.

2. Each full time, eight (8) hour per day employee will be permitted a total of one-half (30 minute) hour lunch period per day. All employees will be permitted a fifteen (15) minute break for each four (4) hour block of time. Food service employees will be allowed one (1) lunch per day.
3. Each employee shall be responsible for accurately filling out their own time sheet or punching their own time card, whichever is appropriate.

1. Overtime

- a. Overtime pay of one and one-half (1.5) times the regular hourly rate shall be paid on actual time worked beyond the forty (40) hour work week. (Holidays, vacation days and personal days will be deemed to be a day worked and these eight (8) hours will be figured as actual time worked.)
- b. Food Service catering and food service employees will be paid at the regular rate of pay with overtime pay of one and one-half (1.5) paid for any time worked beyond eight (8) hours per day.

- c. Overtime pay of one and one-half (1.5) will be paid for all hours worked on Sunday.
- d. Time and one half (1.5) will be paid for all hours worked on holidays if requested to do so by the Administration.
 - (1) Employees who are interested in overtime will need to submit their names on a yearly basis, during July, to the Director of Operations.
 - (2) A list of employees wanting overtime will be maintained by the building.
 - (3) Overtime will be rotated when, in the sole discretion of the Administration, rotation does not affect the quality of service being rendered.

2. Required Meetings

Food service employees will be paid to attend required meetings. A minimum of one hour of pay will be guaranteed.

3. Report to Work for Emergencies

If an employee is requested to report to work for an emergency, then a minimum of three (3) hours will be reported as time worked.

4. Constitution of Full-Time Employee

Custodial/maintenance employees who are assigned to work fifty-two (52) weeks per year and forty (40) hours per week will be termed 52 week full-time employees. Food service employees who are assigned for thirty-eight (38) weeks and thirty (30) hours per week or more will be termed full-time school year employees.

D. Work Materials

- 1. The Board will reimburse the employee for the cost of courses or workshops recommended by the Board and taken by the employee to improve performance. Such reimbursable expenses must be approved in advance by the administration.
- 2. The Board will provide an annual reimbursement of \$350 to all bus mechanic personnel and \$250 for all maintenance personnel for the use and replacement of personal tools and equipment used on the job.
- 3. It is the responsibility of each employee to meet and maintain the qualifications, as well as a license if a license is required, in a specific job description.

4. As long as the Board requires uniforms to be worn by employees covered by this Agreement, the Board will provide the uniforms as follows:
 - a. Non-probationary staff members, during their first year, will be provided three (3) uniforms (shirts/pants) for custodial/maintenance, mechanic helper employees and food service van driver; and three (3) smocks for food service employees.
 - b. Each year thereafter, five (5) pieces (pants and/or tops) for custodial/maintenance, mechanic helper employees and food service van driver, and two (2) smocks for food service employees. ***During either 2010-11 or 2011-12, staff members will receive uniforms for only one of these two years.***
 - c. A rental uniform service will be provided in lieu of purchased uniforms for bus mechanics, grounds and maintenance personnel. (See addendum for letter regarding summer dress)
5. Food service employees will be provided a \$60.00 shoe allowance annually. Employees are required to purchase shoes with slip resistant soles. The Supervisor of Food Service will submit a request in writing to the Assistant Superintendent for Human Resources for the approval and processing of employee shoe allowances by November 1 of each year and for each employee hired after that date at the completion of the employee's probationary period.

E. School Closings

On days that schools are closed for unscheduled reasons, custodial/maintenance employees are expected to work unless notified otherwise by the Administration. Food service employees are not expected to work unless notified otherwise by the Administration. Food service employees will be paid at their regular rate for the number of days allowed by law. Additional days will not be paid. Compensation for custodial/maintenance employees will be determined as follows:

1. If the school day(s) missed are not going to be rescheduled, employees who report to work will be given compensatory time off for actual hours worked.
2. If the school day(s) missed are rescheduled, employees who do not report for work on days schools are closed will not be paid unless personal leave/vacation time is authorized.

- F. Benefits and Banks for Less than 52 Week Employees
Fifty-two (52) week custodial/maintenance employees who regularly work less than full-time will have their benefits, insurances and leave time prorated on the basis of the average weekly hours worked. Cleaner employees are not eligible for Board provided health care benefits or paid banks. They will be paid for the Christmas holiday. Food service employees who work less than thirty (30) hours per week are not eligible for Board provided health care benefits. Less than full-time employees have the ability to purchase health insurance coverage.
- G. Mechanics Driving Buses
When mechanics are asked to drive a bus in an emergency situation, they will be paid \$10.00 per run and every effort will be made to give the mechanic the shortest run available.

ARTICLE VI

VACANCIES, TRANSFERS AND PROMOTIONS

- A. Vacancies
A vacancy shall be considered to be an open position created by retirement, resignation, termination or a newly created position in the unit. If the position is to be filled, it will be posted within sixty (60) work days of the opening. All vacancies shall be posted in a conspicuous place in each building of the District at least five (5) work days before the vacancy is advertised publicly or filled permanently. Postings shall contain a job description, the work location and the hours expected to be worked. A copy of all District postings shall also be forwarded to the Association's local president. The Board will maintain a base number of employees throughout the duration of this contract, in which staffing and economic issues will be discussed through the problem-solving meetings with representatives from both parties.
- The Problem-Solving representatives will discuss vacancies and positions that will be filled with a "cleaner" at five (5) hours per day.
- B. Transfers Within Unit
1. Whenever an employee is interested in being considered for a vacancy or an assignment, he/she shall file a written statement of interest within the time limits of the posting to the Human Resources Office.
 2. Vacancies will be filled with the most qualified applicant in the judgment of the Board. Seniority will be considered when applying within the same pay classification, as will prior work experience, prior work record, job knowledge and interpersonal skills.

3. Each employee who is moved to a new position will be considered to be under a probationary period for no longer than thirty (30) work days in the new position. If the employee's performance is not satisfactory, he/she shall be returned to a position similar to the employee's original position.
4. It is the Board's intent to grant transfers to vacancies posted among present employees first, provided there are candidates who are qualified in the sole judgment of the Board.

C. Promotions Within Unit

2. Any employee requesting a transfer or assignment to a position in a higher classification or supervisory position may be required to participate in interviews, tests and provide appropriate recommendations according to the position vacant.
3. The Board reserves the right to final determination of the selection of candidate, however, it is the Board's intent to fill said position from within the District if at all possible before seeking outside candidates for the position.

D. Involuntary Transfers and Temporary Assignments

2. The parties agree that involuntary transfers of employees are to be minimized and avoided whenever possible.
3. Employees who are temporarily transferred to another position will have their hourly rate adjusted upward after five (5) work days. In no case will pay be adjusted to a lower rate on temporary transfers.
4. Permanent transfers will result in an immediate higher wage rate if the new job classification has a higher wage schedule. If transferred to a lower classification, the employee will be moved to the lower pay schedule at the end of the fiscal year, June 30.

ARTICLE VII

SENIORITY, LAYOFF AND RECALL

A. Seniority Definition

2. Seniority shall be defined as the length of continuous service in the bargaining unit with the District since the employee's most recent date of hire in a bargaining unit permanent position.
3. Seniority will not accrue while the employee is on an unpaid leave of absence or layoff, nor will it accrue beyond ninety (90) work days, if an employee is on Workers' Compensation; however, none of these shall be considered a break in "continuous service".

B. Seniority List Within Unit

2. A seniority list shall be updated and posted upon written request of the President of the Association for all bargaining unit members establishing the effective, as well as any corrected, date of employee's most recent date of hire. An employee's standing on the published list will be final unless protested, in writing, to the Human Resources Office not later than thirty (30) calendar days after the list has been posted.
3. Employees hired the same day will be listed alphabetically by surname, provided, that no employee may advance on the seniority list by name change.

C. Loss of Seniority Within Unit

1. The employee retires, quits or is discharged.
2. The employee is absent from work for two (2) consecutive work days without notifying the immediate supervisor of the reason for the absence.
3. The employee does not return from layoff status within ten (10) work days from the date of recall providing the person is currently employed elsewhere.

D. Layoff Within Unit

Layoff shall be defined as a reduction in work force. In the event the Board, at its discretion, determines that a layoff is necessary, it shall:

2. Meet with the Association to see if any member(s) of the unit is/are interested in reducing their normal eight (8) hour daily work shift. If positions are "job shared", it must be agreed to by both the Board and the Association.
3. Request volunteers in manner deemed appropriate by the Board.

4. Layoff probationary employees providing current employees are qualified for the position.
5. If additional layoffs are required, employees will be laid off in reverse order of seniority providing, in the sole judgment of the Board, another employee with more seniority has the skill and ability to perform the laid off employee's job function as determined by the job description. Within the same job classification, seniority will always prevail.

E. Recall Within Unit

1. The order of recalling laid off employees shall be in the inverse order in which the employees are laid off and shall be subject to the same conditions of layoff as cited in Article VII, D.
2. Notices of recall shall be sent by certified mail to the employee's last known address as shown on the Board's records. It shall be the obligation of the employee to provide the Board with a current address and telephone number. A recalled employee shall give notice of intent to return to work within three (3) work days and shall return within ten (10) work days providing such individual is currently employed elsewhere or such employee's employment shall be terminated without recourse to this Agreement.

7. Sick Leave Payoff at Termination of Employment

At the time of termination, if an employee has accumulated sick leave, the Board will pay a bonus as follows:

| | |
|---------------------------|---------|
| 50 days (300 hours) pays | \$ 525 |
| 67 days (400 hours) pays | \$ 775 |
| 83 days (500 hours) pays | \$1,025 |
| 100 days (600 hours) pays | \$1,275 |
| 115 days (690 hours) pays | \$1,400 |

8. A unit member shall earn an additional Floating Holiday if they do not use any sick days within a 12-month period. Such earned time must be used on any non-student day within the following school year or it will be forfeited. The timeline for the Attendance Bonus shall be July 1 to June 30 of each year.

An exception shall be extended to those members who use their sick leave for bereavement purposes. In such cases, members will be held harmless and considered eligible for the Attendance Floating Holiday.

B. Personal Leave Days

1. Three (3) personal leave days per year may be used for business that cannot be conducted outside the normal work day for fifty-two (52) week employees. Four (4) personal leave days per year may be used for business that cannot be conducted outside the normal work day for Food Service employees. Requests for personal leave days must be submitted on the proper form five (5) work days in advance, except in the case of emergencies, to the Director of Operations or the Supervisor of Food Service, as appropriate. One (1) unused personal leave day may be carried over to the following year for an annual maximum of four (4) personal leave days for fifty-two (52) week employees. Additional personal leave days not utilized by fifty-two (52) week employees during the contract year will be converted to sick leave for the following year. Three (3) personal leave days not utilized by Food Service employees during the contract year will be converted to sick leave for the following year. During the Open Enrollment period, the third personal leave day may be sold under the Flexible Benefit Plan. It is the responsibility of the employee to notify the District's Benefit Office during the Open Enrollment period.
1. Requests for personal leave day before or after a holiday break will be granted on a lottery basis as of September 1 of each year. No more than 10% of the bargaining unit members may request a personal leave day on the days listed above and granting of such time is dependent on the availability of substitutes when necessary.

C. Holidays

1. Custodial/Maintenance Employees

All full-time fifty-two (52) week custodial/maintenance employees who have completed their probationary period will be paid at their regular rate of pay if they work (or if they are on a scheduled vacation day) the last regularly scheduled work day preceding the holiday and the first regularly scheduled work day after the holiday. These employees then qualify for the following paid holidays. Five- or eight-hour utility cleaners shall be paid for Christmas Day only.

Fourth of July
Labor Day
Thanksgiving Day
Friday after Thanksgiving Day*
Christmas and one other day**
New Year's Day and one other day**
Memorial Day
Good Friday (when scheduled on school calendar)

*This day may vary depending on the activities and custodial needs at each school.

**If the holiday falls on a Saturday, the Friday preceding will be the designated holiday. If the holiday falls on a Sunday, the following Monday will be the designated holiday.

2. Food Service Employees

Food service employees will be paid at their regular rate for the following holidays if they work the last regularly scheduled work day preceding the holiday and the first regularly scheduled work day after the holiday:

Labor Day
Thanksgiving Day
Friday after Thanksgiving Day
Christmas Eve Day
Christmas Day
New Year's Day
Good Friday (when scheduled on school calendar)
Memorial Day

D. Floating Holiday

All custodial/maintenance and food service workers shall be granted one “floating holiday” annually, *suspended for the 2010-11 school year only*, that must be used on a non-scheduled student instructional day in which a substitute will not be required. The employee must submit the request for the use of this floating holiday, in writing, to their immediate supervisor at least five (5) days in advance for payroll reporting purposes. This floating holiday shall not accumulate from year to year. Therefore, an unused floating holiday will be lost as of June 30 of each year.

E. Vacations

1. Employees are entitled to receive paid vacation based on seniority within the District as of the anniversary date of employment in a permanent position.

1. Food Service Employees

School year food service employees shall be entitled to the following paid vacation schedule:

- a. Employees who have completed three (3) or more years of service in a permanent position will receive a paid vacation for Spring break equal to five (5) work days at their current weekly work hours and rate of pay.
- b. Employees who have completed eight (8) or more years of service will receive a second week equal to five (5) work days of paid vacation for Winter break based on their current weekly hours and rate of pay.
- c. Employees who have completed twelve (12) or more years of service will receive two (2) additional days of paid vacation for two non-scheduled workdays based on their current daily hours and rate of pay.

2. 52 Week Custodial/Maintenance Employees

The Board shall grant paid vacation in accordance with the following schedule to eligible full-time fifty-two (52) week employees, based on their anniversary date in a permanent position:

| <u>SENIORITY</u> | <u>VACATION HOURS</u> |
|--|-----------------------|
| 1 Year (1,040 or more hours) worked by end of fiscal year or if not, a prorata | 5 Days |
| 2 Years | 10 Days |
| 5 Years | 15 Days |
| 6 Years | 16 Days |
| 7 Years | 17 Days |
| 8 Years | 18 Days |
| 9 Years | 19 Days |
| 10 Years | 20 Days |
| 20 Years | 21 Days |
| 21 Years | 22 Days |
| 22 Years (effective 7/01/05) | 23 Days |
| 23 Years (effective 7/01/06) | 24 Days |
| 24 Years (effective 7/1/06) | 25 Days |

3. Provision for Vacation Day Use

- a. Granted vacation days must be used during the fiscal year and cannot be accrued except by written permission from the Assistant Superintendent for Human Resources Office and Association President on an individual request basis, and may only be carried through December 31 of the following year. Vacation days cannot be exchanged for cash except under the provisions of the flexible benefits plan.
- b. Vacation days must be applied for and have the approval of the Director of Operations at least fifteen (15) work days prior to requested vacation days.
- c. Vacation hours will be recorded on the employee's check stub at the start of each fiscal year.
- d. Requests for vacation the day before or after a holiday break will be granted on a lottery basis as of September 1 of each year. No more than 10% of the bargaining unit members may request a vacation day on the days listed above, and granting of such time is dependent on the availability of substitutes where necessary.

ARTICLE IX

LEAVES OF ABSENCE

A. Unpaid Leaves

1. Child Care Leave of Absence

An unpaid child care leave of absence for up to one (1) year will be granted under the following conditions:

- a. The employee will notify the Assistant Superintendent for Human Resources Office, in writing, at least two (2) months prior to scheduled delivery or adoption, or as soon as possible in emergency situations, indicating the approximate length of leave desired.
- b. Before returning to the position, the employee will submit a physician's statement of physical and mental ability to perform the duties for which they are qualified.
- c. Upon completion of leave, the employee will return to the same position or to another position for which they are qualified. Non-acceptance of such a position shall terminate the Board's obligation to rehire.
- d. Employees may, at their option, use accumulated sick leave to substitute for unpaid leave provided under the Family and Medical Leave Act of 1993, which allows for up to twelve (12) work weeks of unpaid leave, with benefits, during any fiscal year for the birth or care of a child, the adoption or foster care of a child, the care of a spouse, son, daughter, or parent with a serious health condition or serious health condition of the employee.
- e. Requests for leave for a serious health condition for an employee or to care for the employee's spouse, child or parent who has a serious health condition will require medical certification.

4. Illness/Accident

If an employee, covered under this Agreement, has an illness or accident which requires a long period of recuperation, the employee may request, in writing, accompanied by a medical doctor's statement, a leave request. Such unpaid leaves will be granted for periods up to one (1) year.

5. Seniority Leaves

For good cause, after ten (10) or more years seniority, employees may request a leave of absence for up to six (6) months period of time. It is the sole discretion of the Board to grant or deny such requests.

6. Food Service Leaves

Food Service employees may request up to ten (10) days unpaid leave of absence per school year. Said leave will be granted only if a substitute is available. Requests should be submitted at least ten (10) work days in advance of the requested leave. When more than one (1) request is received for the same time period, they will be processed according to the order in which they were received.

B. Paid Leave

1. Funeral Leave

- a. Employees may have up to one (1) day sick leave with pay to attend a funeral and up to three (3) days of sick leave for death in the immediate family.
- b. Immediate family is defined as spouse, child, parent, grandparent, grandchild, sister, brother or immediate family of spouse.
- c. Absence for funeral requires prior approval.

C. General Provisions Applicable to All Unpaid Leaves of Absence Not Covered by the Family and Medical Leave Act of 1993

1. During any unpaid leave, except those covered by the Family and Medical Leave Act of 1993, the employee will be responsible for paying to the Accounting Office each month an amount sufficient to pay the insurance premiums if the employee chooses to continue coverage.
2. All other fringe benefits shall terminate the Board's responsibility upon commencement of leave of absence and will be reinstated upon the employee's return. It is the employee's responsibility to fill out all necessary papers, at the Human Resources Office, to reinstate their insurance.
3. If an approved leave of absence must be extended for any reason, the employee must notify their supervisor at least two (2) weeks in advance. (Exceptions may be made for emergency situations.) All extensions must have the approval of the Director of Operations or Supervisor of Food Service, however, no special leave will be extended over one (1) year. The Director of Operations has the option of approving or denying a request for an extension for a leave of absence.

D. Workers' Compensation Insurance

1. Workers' Compensation Insurance will be provided by the Board. Employees must report, on appropriate form, job related injuries or accidents within twenty-four (24) hours to the Human Resources Office.
1. See Work Related Injuries - Treatment and Reporting in Addendum
2. In cases where the employee is paid benefits under the Workers' Compensation Act, the employee may request deductions on a pro-rata basis from the sick leave accumulation to insure no loss of earnings. Leave payment hereunder shall not exceed the difference between the employee's regular straight time wage prior to Workers' Compensation benefits and the actual benefits paid under the provisions of said Workers' Compensation Act. Pro-rata sick leave deductions shall continue until expiration of either the Workers' Compensation benefits or the lack of sick leave accumulation.

ARTICLE X

GRIEVANCE PROCEDURE

- A. A "grievance" is a claim of improper application of the valid current "Contract Agreement". An "aggrieved employee" is the employee(s) who is/are directly affected and, therefore, will make the claim. The Association is the aggrieved only when an employee's rights have been allegedly violated.

It is our intent that all grievances should be resolved as soon and as simply as possible.

Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Administration, either alone or with a representative of the Association, and having the grievance adjusted without intervention of the Association; provided the adjustment is consistent with the terms of this contract.

B. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered a maximum and every effort should be made to expedite the process. If appropriate action is not taken by the aggrieved within the time limit specified, the grievance will be deemed settled on the basis of the deposition at the preceding level. In the event the written answer is not submitted in the time specified, the aggrieved may proceed to the next level. The time limits specified may, however, be extended by mutual agreement, in writing, between the Association president and the Director of Operations. A supply of the grievance forms shall be on file with the Association secretary.

7. Level One

- a. An employee may, within five (5) work days of the occurrence of the grievance, orally discuss the matter with the Director of Operations or the Supervisor of Food Service, as appropriate, and if requested, a trustee of the Association, with the objective of resolving the matter informally. If the problem is not resolved to the employee's satisfaction, he/she may:
- b. Within five (5) days of the above conference, put the grievance in writing on the form provided and present it to the Director of Operations.
- c. A conference between the Director of Operations or the Supervisor of Food Service, as appropriate, the employee and Association trustee shall be held. The Director of Operations or designee shall submit the written decision to the employee and the Association no later than five (5) work days after the meeting.
- d. The Association trustee shall then report to the Association officers and a determination of the merits of the grievance will be made.
- e. If the grievance is not resolved at this level and the Association Officers feel that the grievance has merit, the Association shall file a level two (2) appeal form.

8. Level Two

- a. The level two (2) grievance form will be filed within five (5) work days to the Assistant Superintendent for Human Resources.
- b. The Assistant Superintendent for Human Resources or his/her designee shall return a written decision to the Association no later than ten (10) workdays after the receipt of the level two (2) form. If said decision fails to settle the grievance, the Association may appeal to level three (3) no later than ten (10) work days after receipt of the Assistant Superintendent for Human Resources' decision.

9. Level Three

The matter still being unresolved, the Board will select two (2) representatives and the Association will select two (2) representatives to review the grievance. This review will be done within fifteen (15) workdays upon receipt of grievance at level three (3). If the parties cannot reach agreement, they will select a fifth member, mutually agreeable to both parties within five (5) days.

This fifth member will review/hear the case, within fifteen (15) work days of being selected, and indicate his/her decision in writing. This would resolve the grievance and such decision shall be binding by both parties. Costs incurred will be shared equally by both parties.

ARTICLE XI

INSURANCE

A. Health

1. The Board will provide ~~100% toward~~ MESSA Choices II (PAK Plan A and B) health insurance with LTD, \$30,000 Life A.D.D., Vision and Dental described for full-time custodians, maintenance, grounds, mechanics, courier and full-time food service employees and dependents *with the employee contributing \$42.50 per month in 2010-11 and \$71.50 per month in 2011-12.* Eligible employees may select either MESSA Super Care I PAK or MESSA Choices II PAK, but selection of MESSA Super Care option shall result in the employee paying the difference between the straight rates of the Super Care I plan and the MESSA Choices II plan for the employees appropriate coverage level (single, 2 person or full family). Employees may elect to pay their share of employee group insurance via section 125 plan. Dependents shall be spouse or natural born or legally adopted children who qualify as dependents with the IRS.

PLAN A: For employees electing health insurance:

- MESSA Choices II or *Super Care I
 - \$100/\$200 deductible XVAZ \$10.00/\$20.00 Rx
 - ***\$10 co-pay for office visit***

~~The Board will establish a prescription drug reimbursement pool prorated to the size of the employee group. In 2007-08, the Board will reimburse employees for prescription expenses that exceed \$400 in one plan year, provided the expense is in accordance with the prescription plan guidelines. Total reimbursement cannot exceed the amount in the pool. Any remaining funds will be used to offset future increases in health insurance costs.~~

- MESSA Long-Term Disability
 - 66 2/3% of maximum eligible salary
 - \$3,000 maximum
 - 90 calendar days; modified fill
 - Alcoholism/drug addition – 2 years
 - Mental/Nervous – 2 years

- MESSA negotiated Life: \$30,000
- Accidental Death and Dismemberment: \$30,000
- MEA Sponsored Vision: VSP 3 Plus
- MESSA Sponsored Dental Plan:

The Board will provide 100% toward full-family MESSA Delta Dental Plan A, with orthodontic rider for full-family fifty-two (52) week custodial/maintenance employees. The policy will cover 100% for Class I, 75% for Class II and 50% for Class III benefits. The maximum annual paid benefit for Classes I, II and III shall be \$1,000 per person.

Class I: Diagnostic and Preventive Services
Emergency Palliative Treatment
Radiographs

Class II: Oral Surgery Services
Endodontic Services
Periodontic Services
Relines and Repairs
Restorative Services

Class III: Prosthodontic Services

Class IV: Orthodontic Services – Services, treatments and procedures to correct malposed teeth at 75% to a maximum of \$1,200 lifetime per person.

NOTE:** Employees who select the MESSA Super Care I PAK option shall pay the difference between the straight rates of the Super Care I plan and the MESSA Choices II plan for the employees appropriate coverage level (single, 2 person or full family) ***in addition to the employee contribution.

PLAN B: Full-time, fifty-two (52) week custodial/maintenance employees and full-time food service employees not electing health insurance shall receive Plan B of the MESSA PAK to include the following benefits:

- MESSA Life Insurance: (Same as Plan A)
- MESSA LTD Plan: (Same as Plan A)
- MESSA Sponsored Dental Plan: (Same as Plan A)
- MESSA Sponsored Vision Plan: (Same as Plan A)

A cash amount equal to the MESSA Choices II single subscriber premium contribution rate (with \$100/\$200 deductible, \$10.00/\$20.00 Rx, ***and \$10 co-pay for office visits.***)

1. Part-time school year food service employees may purchase health insurance as allowed by the carrier. Food Service employees may sell one personal day under the Flexible Fringe Benefit Plan. Monthly premiums will be deducted from their pay.

B. Dental

Full-time school year food service employees may elect full family dental insurance in lieu of the health or annuity option. The plan will be the Forest Hills Group Dental Plan I.

C. Vision

The Board will pay 100% of cost of vision care insurance for food service employees. The plan will be the Forest Hills Group Vision Care Plan I.

All food service employees who work less than thirty (30) hours, will receive the current single subscriber vision rate which they may apply toward the Flexible Fringe Benefit Plan.

D. Life Insurance

The Board will pay the monthly premium to provide each full-time school year food service employee with \$30,000 of term life insurance. Additional coverage may be purchased through the Flexible Fringe Benefit Plan. Part-time food service employees will receive \$10,000 life insurance coverage.

E. Long Term Disability

The Board will pay the cost of long-term disability insurance at 66 2/3% of qualified wages to a monthly maximum of \$3,000 for full-time fifty-two (52) week custodial/maintenance employees and full-time food service workers (as outlined in Section A.(1)). The coverage is to begin after a ninety (90) calendar day waiting period.

F. Cash in Lieu of Health Benefits

In lieu of subscribing to the Board provided health insurance, an employee who works at least thirty (30) hours a week and thirty-eight (38) weeks or more may select the cash option equal in dollar amount to the lowest “single” subscriber premium rate, *minus the amount of the employee contribution*, for health insurance. (MESSA Choices II - \$100/\$200 deductible, \$10.00/\$20.00 Rx, *and \$10 co-pay for office visits.*)

G. Annuity Payment Option

Employees who waive health benefits may opt to invest in a 403(B) Tax Sheltered Annuity.

This option shall be terminated at any time the Board contributions to annuities on behalf of the Board do not satisfy the non-discrimination requirements of section 403(B) or section 89 of the Internal Revenue Code and alternatives to this option will be mutually agreed to.

This annuity plan must be on the Board’s adopted list for authorized payroll deductions.

NOTE: It is the responsibility of the employee to sign up for insurance coverage at the Human Resources Office.

ARTICLE XII

MISCELLANEOUS

- A. The Agreement shall supersede any rule, regulation or practice of the Board which is contrary to or inconsistent with its terms.
- B. If any provision of this Agreement or any application of the Agreement to any employee shall be found contrary to law, then such provision of application shall be deemed null and void and the provisions of law shall govern the relationship between the parties with respect thereto for the duration of this Agreement. All other provisions or applications shall continue in full force and effect.
- C. Employees are required to inform the Human Resources Office of changes to their current address, telephone number and dependents as they relate to income tax withholding and insurance benefits within five (5) work days.
- D. Jury Duty
If an employee is called to jury duty, it will be the employee's responsibility to:
1. Inform the immediate supervisor, the Director of Operations, or the Supervisor of Food Service, as appropriate, of the call to jury duty.
 2. Submit all monies received for jury duty pay to the Payroll Office. The employee's regular pay will continue and mileage pay received will be reimbursed. Custodial/maintenance employees on the second shift may retain jury duty pay and work the second shift if approved by the immediate supervisor.
 3. Report to work upon dismissal from jury duty if dismissal occurs during the employee's regular working hours. (As it relates to jury duty, all employees will be treated as first shift employees.)
- E. Insurance Protection
1. Board payment for insurance protection shall terminate immediately when the employee resigns, is terminated, is laid off or on a leave of absence without pay. The Board will provide up to, but no more than, six (6) months of insurance protection for an employee on Workers' Compensation.

1. Notwithstanding the provisions of this Article, the terms of any contract or policy issued by an insurance company shall be controlling as to all matters concerning benefits, eligibility and termination of coverage and other such matters.
2. The Board, by payment of the premium payments required to provide the coverages set forth herein, shall be relieved from all liability with respect to the benefits provided by the insurance company. Failure by the carrier to provide any of the benefits for which it has contracted, for any reason, shall not result in any liability to the Board, nor shall such failure be considered a breach of any obligation by the Board.

F. Non Reorganization

During the terms of this Agreement, there will be no reorganization of the unit.

G. Copies of Agreement

Upon signature of the employees, the Board will provide copies of this contract without cost to the Association.

ARTICLE XIII

DURATION OF AGREEMENT

This Agreement shall become effective upon ratification by both parties and remain in effect until June 30, 2011 *with the exception of MESSA Insurance coverage being extended until June 29, 2012*. The Agreement shall not be extended orally and negotiations between the parties shall begin at least sixty (60) days prior to the expiration date of the Agreement. It is expressly understood that this Agreement shall expire on said date unless it is reviewed, modified or extended by mutual written agreement of the parties.

In witness thereof, the parties hereto have caused this Agreement to be signed by their representatives.

FOR THE BOARD:

FOR THE ASSOCIATION:

James Fahner, President

Jeff Tolar, President

Mary Vonck, Secretary

Ann Seese, Secretary

Anne Edsenga, Chief Negotiator

Ted O'Dell, Chief Negotiator

DATE: _____

DATE: _____

Adopted by the Board: September 8, 2008

**ADDENDUM TO APPENDIX A
SALARY SCHEDULE
2008-10**

2010-11: Economic Reopeners to be Negotiated

Cleaner

2008-09: \$10.50 per hour plus 2% off schedule payment for Utility Cleaners paid in a lump sum.
2009-10: \$10.50 per hour plus 2% off schedule payment for Utility Cleaners paid in a lump sum.

Custodians

| <u>Steps</u> | <u>2008-09</u> | <u>2009-10</u> |
|--------------|----------------|----------------|
| 1 | \$11.41 | \$11.64 |
| 2 | \$13.18 | \$13.44 |
| 3 | \$14.23 | \$14.51 |
| 4 | \$15.21 | \$15.51 |
| 5 | \$16.65 | \$16.98 |
| 6 | \$17.21 | \$17.55 |

Head Custodians/Courier/Grounds

| <u>Steps</u> | <u>2008-09</u> | <u>2009-10</u> |
|--------------|----------------|----------------|
| 1 | \$14.08 | \$14.36 |
| 2 | \$14.91 | \$15.21 |
| 3 | \$16.03 | \$16.35 |
| 4 | \$17.14 | \$17.48 |
| 5 | \$18.47 | \$18.84 |
| 6 | \$19.00 | \$19.38 |

Maintenance/Mechanics

| <u>Steps</u> | <u>2008-09</u> | <u>2009-10</u> |
|--------------|----------------|----------------|
| 1 | \$16.71 | \$17.04 |
| 2 | \$17.33 | \$17.68 |
| 3 | \$18.38 | \$18.75 |
| 4 | \$19.49 | \$19.88 |
| 5 | \$20.76 | \$21.18 |
| 6 | \$21.36 | \$21.79 |

Food Service Workers

| <u>Steps</u> | <u>2008-09</u> | <u>2009-10</u> |
|--------------|----------------|----------------|
| 1 | \$10.49 | \$10.79 |
| 2 | \$10.91 | \$11.13 |
| 3 | \$11.33 | \$11.56 |
| 4 | \$11.78 | \$12.02 |
| 5 | \$12.22 | \$12.46 |
| 6 | \$12.64 | \$12.89 |
| 7 | \$13.07 | \$13.33 |

Longevity: Beginning of 11th year - \$.45 (anniversary date)
 Beginning of 16th year – additional \$.40 (anniversary date) = \$.85
 Beginning of 21st year – additional \$.30 (anniversary date) = \$1.15

PREMIUMS: (+ PER HOUR RATE)

| | <u>2008-09</u> | <u>2009-10</u> |
|---|-----------------------|-----------------------|
| 2 nd Shift | \$.60 | \$.62 |
| 3 rd Shift | \$.80 | \$.82 |
| Lead Person Night Shift | | |
| - High School 2 nd Shift Lead | \$.55 | \$.57 |
| - Middle School Custodial 2 nd Shift Lead | \$.30 | \$.32 |
| Lead Person Summers | \$.30 | \$.32 |
| CHS/NHS/EHS Head Custodian | \$1.00 | \$1.02 |
| K-8 Head, Admin. Bldg., & Pool Head Custodian | \$.55 | \$.57 |
| Telephone Service | \$.60 | \$.62 |
| Lead Mechanic | \$.85 | \$.87 |
| Lead Maintenance | \$.85 | \$.87 |
| Lead Grounds | \$.85 | \$.87 |
| Full-Time Food Service (30 hours or more) | \$.55 | \$.57 |
| Food Service Van Driver | \$1.05 | \$1.07 |
| Food Service Lead (Middle/High) | \$.35 | \$.37 |
| Food Service Lead (5/6) | \$.30 | \$.32 |
| Food Service Lead (Elementary) | \$.30 | \$.32 |

FOREST HILLS PUBLIC SCHOOLS
Grand Rapids, Michigan

WORK RULES

Forest Hills Public Schools, in an effort to assure the fair treatment and safety of all employees, reaffirms and establishes the following employee work rules. These regulations of the Forest Hills Board of Education have been designed not to restrict, but rather to define and protect the rights of all. It should be pointed out that the infractions described before are not to be interpreted as all inclusive and do not preclude disciplinary action for other violations of standards of conduct determined by the District to merit discipline. In such a case, the fact that the conduct has not been specifically covered in these Rules and Regulations shall not affect the appropriateness of the District's action.

The Board believes that the great majority of its employees will abide by these rules and all other proper standards of conduct. An employee who fails to maintain proper standards of conduct at all times, or who violates any of the following rules shall subject himself/herself to the disciplinary action below:

- A The following shall be causes for disciplinary action up to and including immediate discharge:
0. Theft of private or school property, including property of a fellow employee.
 0. Removing school property, records or other materials from school premises without proper authorization.
 0. Falsification of records or reports, including personnel, absence, sickness, accident, injury or work records.
 0. Deliberate destruction or abuse of school property, tools or equipment.
 0. Causing, leading or engaging in a strike, walkout or other work stoppage, slow down or interference with work.
 3. Bringing firearms or weapons of any kind onto school property or possessing same on school property.
 4. Use, possession, manufacture, distribution, dispensation, transportation or sale of illegal drugs, controlled substances, alcoholic beverages or any other substance which affects or may affect an employee's ability to competently or safely perform, or to report for duty in an unfit condition.
 5. Insubordination, including use of profane or threatening language, to a school official or other supervisor.
 6. Fighting on school property or threat of physical violence to others.
 7. Operation and/or use of machines, telephones, tools or other Board owned equipment without approval from the employee's supervisor, abuse, misuse or destruction of board and/or other's property, tools or equipment.
 8. Misuse and/or removal of Board property, records or other Board materials without proper written authorization from the immediate supervisor.
 9. Threatening, intimidating, coercing or interfering with the work of other employees.
 10. False statements knowingly or recklessly made, or violently abusive and personally defamatory statements or slander of another employee, student, parent or Board member and where such conduct is related to and interferes with the educational process and administration thereof.
 11. Distribution of obscene, vulgar or indecent written printed matter which tends to disrupt the school or school district, or results in danger to other persons on school property or interferes with school work or discipline.
 12. Unlawful or improper conduct of an employee, on and off district property and/or during non-work hours which affects the employee's relationship to his/her job, his/her fellow employees, his/her supervisors, students or Board property, reputation or good will in the community.
 13. Improper conduct which is at variance with concepts that are generally accepted and approved in the community, engaging in conduct which is proscribed by the criminal statutes.

B. The following shall be causes for disciplinary action. There are four (4) different levels of discipline which may be imposed. They can be used in any sequence to fit the seriousness of the situation. The four levels are as follows:

- **Oral Reprimand**
- **Written Reprimand**
- **Two (2) Day Disciplinary Layoff Without Pay**
- **Discharge**

1. Failure to be at the workstation, ready to work, at starting time.
2. Stopping work before break time, lunchtime or quitting time.
3. Conducting personal business during work hours or on school premises, or use of district equipment for personal reasons.
4. Refusal to do job assignment.
5. Unauthorized or unexcused absence, reporting late to work, leaving work area or building during work hours without authorization.
6. Irregular work attendance so that the services of employee are of little value to the Board, or intermittent absenteeism amounting to part-time employment.
7. Inattention to duties, loafing or wasting time during work hours.
8. Slowdown in performance or causing slowdown in performance.
9. Any conduct which impedes the productivity of one's self or others.
10. Vending, soliciting, collecting of funds or distribution of literature in work areas during employee's on-duty time.
11. Violation of safety rules or Board policies.
12. Violation of District, State or Federal safety rules or practices and/or engaging in any conduct which tends to create a safety hazard which endangers self and/or others. Employees must, at all times, wear safety articles and use protective equipment when required and immediately report to their supervisor any injury or accident.
13. Failure to report injuries or accidents to the employee's immediate supervisor.
14. Violation of common sense health and sanitation rules, including maintenance of personal hygiene.
15. Discourtesy to other employees, supervisors or visitors to the building.
16. Smoking I prohibited on school property during work hours and at any school related event during the day, evening or weekend.
17. Gambling or taking part in any game of chance on Board premises.
18. Dress or grooming that disrupts the school setting.
19. Unsatisfactory work performance.
20. Poor housekeeping, creating or contributing to unhealthy or unsanitary conditions.

In addition, the accumulation of a combination of three (3) warnings and/or disciplinary layoffs for the violation of the above rules will be cause for discharge.

The foregoing rules are not intended to be all inclusive of the required discipline, proper standards of conduct or obligation of employees. The Board shall, when it deems it appropriate, establish additional rules and building administrators and other supervisors may set up particular rules to govern their employee's conduct as they deem necessary by the nature of their operations.